

NO. X06 CV15 6050025 S	:	SUPERIOR COURT
	:	
DONNA L. SOTO, ADMINISTRATRIX OF THE ESTATE OF VICTORIA L. SOTO, ET AL.	:	COMPLEX LITIGATION DOCKET
	:	
V.	:	AT WATERBURY
	:	
BUSHMASTER FIREARMS INTERNATIONAL, LLC, ET AL.	:	MAY 19, 2020

REVISED SECOND AMENDED COMPLAINT

**COUNT ONE: § 52-555 Wrongful Death/Violation of Connecticut Unfair
Trade Practices Act
(Estate of Victoria L. Soto v. Remington)**

1. This is a civil action for damages and injunctive relief stemming from the shooting at Sandy Hook Elementary School on December 14, 2012.

2. Defendant Bushmaster Firearms, also known as B.F.I. and B.F.I., Inc., was a Maine corporation created in 1973 and located in Windham, Maine. At all relevant times, Bushmaster Firearms manufactured, marketed and sold AR-15s.

3. Defendant Bushmaster Firearms, Inc. was another Maine corporation that manufactured, marketed and sold AR-15s. Upon information and belief, Bushmaster Firearms, Inc. manufactured, marketed and sold AR-15s.

4. Defendant Bushmaster Firearms International, LLC was a Delaware corporation that was formed in 2006. (When originally created, it was named Rambo Acquisition, LLC.) According to corporate filings, Bushmaster Firearms International, LLC was merged into Remington Arms Company, LLC in 2011.

5. At all relevant times, Bushmaster Firearms International, LLC manufactured, marketed and sold AR-15s.

6. Upon information and belief, Bushmaster Firearms International, LLC manufactured the XM15-E2S that was used in the shooting at Sandy Hook Elementary School on December 14, 2012.

7. Defendant Remington Arms Company, LLC is a Delaware limited liability corporation. Defendant Bushmaster Firearms International, LLC was merged into Defendant Remington Arms Company, LLC in 2011. At all relevant times, Remington Arms Company, LLC manufactured, marketed and sold AR-15s.

8. Defendant Bushmaster Holdings, LLC was incorporated in 2006 and operated as a holding company for Bushmaster Firearms International, Inc. Bushmaster Holdings, LLC merged into Freedom Group, Inc. in 2009.

9. Defendant Freedom Group, Inc., which is also sometimes called Freedom Group and Freedom Group, LLC is a Delaware corporation originally formed under another name in 2007. Freedom Group, Inc. is one of the world's largest manufacturers and dealers in firearms, ammunition, and related accessories.

10. Upon information and belief, from 2006 on, Freedom Group, Inc. controlled, marketed and sold the Bushmaster brand. Upon information and belief, during this time period Freedom Group, Inc. sold Bushmaster brand products directly to retail stores.

11. Defendant Remington Outdoor Company, Inc. is a corporation formed in 2009 that is engaged in the business of manufacturing, marketing and selling AR-15s. Freedom Group, Inc., which upon information and belief at all relevant times controlled the Bushmaster brand, was renamed Remington Outdoor Company, Inc.

12. Upon information and belief, Defendants Bushmaster Firearms; Bushmaster Firearms, Inc.; Bushmaster Firearms International, LLC; Remington Arms Company, LLC; Bushmaster Holdings, LLC; Freedom Group, Inc.; and Remington Outdoor Company, Inc. are functionally one entity and are hereinafter referred to as "Remington."

13. Remington manufactured, marketed and sold firearms and ammunition under the Bushmaster brand name.

14. Remington manufactured, marketed and sold the Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School on December 14, 2012.

15. On February 7, 2013, Plaintiff Donna L. Soto was appointed Administratrix of the Estate of Victoria Leigh Soto. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit A.

16. On December 3, 2014, Plaintiffs Ian and Nicole Hockley were appointed Co-Administrators of the Estate of Dylan Christopher Jack Hockley. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit B.

17. On December 4, 2014, Plaintiff David C. Wheeler was appointed Administrator of the Estate of Benjamin A. Wheeler. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit C.

18. On January 22, 2013, Plaintiff Mary A. D'Avino was appointed Administratrix of the Estate of Rachel Marie D'Avino a/k/a Rachel M. D'Avino. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit D.

19. On December 8, 2014, Plaintiffs Mark and Jacqueline Barden were appointed Co-Administrators of the Estate of Daniel G. Barden. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit E.

20. On March 7, 2013, Plaintiff William D. Sherlach was appointed Executor of the Estate of Mary Joy Sherlach. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit F. Mr. Sherlach also brings this action in his individual capacity for loss of consortium.

21. On December 9, 2014, Plaintiffs Neil Heslin and Scarlett Lewis were appointed Co-Administrators of the Estate of Jesse McCord Lewis. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit G.

22. On December 10, 2014, Plaintiff Leonard Pozner was appointed Administrator of the Estate of Noah Samuel Pozner. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit H.

23. On January 3, 2013, Plaintiff Gilles J. Rousseau was appointed Administrator of the Estate of Lauren G. Rousseau. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit I.

REMINGTON'S MARKETING AND PROMOTION OF ITS AR-15S VIOLATED THE CONNECTICUT UNFAIR TRADE PRACTICES ACT

24. Born out of the exigencies of modern combat, the AR-15 was designed for the United States Military to be used in combat.

25. The AR-15 was designed with features that were chosen to maximize casualties and engineered to deliver maximum carnage with extreme efficiency on the battlefield.

26. The AR-15's combination of features resulted in a weapon so lethal that the United States Military adopted the AR-15 as its standard-issue service rifle, renaming it the M16.

27. The AR-15 remains the United States Military's weapon of choice today.

28. Remington is the largest purveyor of AR-15s to the civilian market.

29. Remington's AR-15s, including the Bushmaster XM15-E2S, maintain the design, functionality and appearance of its military counterpart, the M16.

30. AR-15s have become the weapon of choice for mass shooters.

31. Remington marketed its AR-15s, including the XM15-E2S, by promoting their militaristic and assaultive uses.

32. Remington's militaristic marketing promoted the image of its AR-15s as combat weapons used for the purpose of waging war and killing human beings.

33. Remington marketed its sporting and competition rifles with five- and ten-round magazines while marketing its AR-15 rifles with thirty-round magazines.
34. Remington's marketing glorified the lone gunman.
35. Remington's marketing promoted lone gunman assaults.
36. Remington's marketing glorified the military design, functionality and appearance of its AR-15s.
37. Remington's marketing promoted its AR-15s for mass casualty assaults.
38. Remington's marketing promoted criminal use of its AR-15s by its target market.
39. Remington's marketing targeted high-risk users.
40. Remington marketed its AR-15s knowing that they would be accessed by unscreened consumers.
41. Remington continued to market AR-15s in the manner set forth in this complaint despite evidence of their increasing use in mass shootings.
42. Remington marketed its AR-15s without regard for public safety.
43. Remington's marketing was unethical.
44. Remington's marketing was immoral.
45. Remington's marketing was unscrupulous.
46. Remington's marketing was oppressive.
47. Remington's marketing was reckless.
48. Remington marketed in the above manner directly and through third parties.
49. Remington's conduct, as set forth above, occurred prior to and continued through December 14, 2012, and after.
50. Remington's conduct as previously alleged, in whole or in part, constituted a knowing violation of the Connecticut Unfair Trade Practices Act, Connecticut General Statutes Section 42-110a *et seq.*
51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Victoria Soto.

52. On December 14, 2012, Victoria Soto suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Victoria Soto, the Estate of Victoria Soto incurred funeral expenses to its financial loss.

**COUNT TWO: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Dylan C. Hockley v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Dylan C. Hockley.

52. On December 14, 2012, Dylan C. Hockley suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Dylan C. Hockley, the Estate of Dylan C. Hockley incurred funeral expenses to its financial loss.

**COUNT THREE: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Mary Joy Sherlach v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Mary Joy Sherlach.

52. On December 14, 2012, Mary Joy Sherlach suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Mary Joy Sherlach, the Estate Mary Joy Sherlach incurred funeral expenses to its financial loss.

**COUNT FOUR: Loss of Consortium
(William D. Sherlach v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach.

52. At all times mentioned herein, the plaintiff William D. Sherlach was the husband of Mary Joy Sherlach.

53. As a result of the aforesaid occurrences to Mary Joy Sherlach, the plaintiff William Sherlach has been deprived of the companionship and society of his wife, all to his damage.

**COUNT FIVE: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Noah S. Pozner v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Noah S. Pozner.

52. On December 14, 2012, Noah Pozner suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Noah S. Pozner, the Estate of Noah S. Pozner incurred funeral expenses to its financial loss.

**COUNT SIX: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Lauren E. Rousseau v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Lauren E. Rousseau.

52. On December 14, 2012, Lauren E. Rousseau suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Lauren E. Rousseau, the Estate of Lauren E. Rousseau incurred funeral expenses to its financial loss.

**COUNT SEVEN: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Benjamin A. Wheeler v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Benjamin A. Wheeler.

52. On December 14, 2012, Benjamin A. Wheeler suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Benjamin A. Wheeler, the Estate of Benjamin A. Wheeler incurred funeral expenses to its financial loss.

**COUNT EIGHT: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Jesse McCord Lewis v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Jesse McCord Lewis.

52. On December 14, 2012, Jesse McCord Lewis suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Jesse McCord Lewis, the Estate of Jesse McCord Lewis incurred funeral expenses to its financial loss.

**COUNT NINE: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Daniel G. Barden v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Daniel G. Barden.

52. On December 14, 2012, Daniel G. Barden suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Daniel G. Barden, the Estate of Daniel G. Barden incurred funeral expenses to its financial loss.

**COUNT TEN: § 52-555 Wrongful Death/Violation of Connecticut Unfair Trade
Practices Act
(Estate of Rachel M. D'Avino v. Remington)**

1.-50. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-50 of Count One.

51. Remington's conduct as previously alleged was a substantial factor resulting in the injuries, suffering and death of Rachel M. D'Avino.

52. On December 14, 2012, Rachel M. D'Avino suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

53. As a result of the injuries and death of Rachel M. D'Avino, the Estate of Rachel M. D'Avino incurred funeral expenses to its financial loss.

WHEREFORE, THE PLAINTIFFS CLAIM DAMAGES IN EXCESS OF FIFTEEN THOUSAND DOLLARS AND THE FOLLOWING RELIEF AS FURTHER SET FORTH BELOW:

Plaintiffs seek relief as follows:

- A. Monetary damages;
- B. Punitive damages;
- C. Attorneys' fees;
- D. Costs.

This matter is within the jurisdiction of this court.

Dated at Bridgeport, Connecticut, this 19th day of May, 2020.

THE PLAINTIFFS,

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CERTIFICATION OF SERVICE

This is to certify that a copy of the foregoing has been emailed this day to all counsel of record as follows:

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